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9 Attorneys for *Movant*
ARIVO ACCEPTANCE LLC

10 **UNITED STATES BANKRUPTCY COURT**
11 **EASTERN DISTRICT OF WASHINGTON (SPOKANE/YAKIMA)**

12 In re

13 ERIC ROSS YOUNG and SUSAN LINETTE
14 YOUNG,

15 Debtors.

Case No. 25-01029-FPC7

Chapter 7

**DECLARATION IN SUPPORT OF
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

Hearing:

Date:

Time:

Ctrm:

19 I, Jade Stalnaker, declare:

20 1. I am over 18 years of age and am employed as a Bankruptcy Specialist for
21 Arivo Acceptance LLC ("Movant"). In such capacity, I am authorized to make this declaration
22 regarding the loan described below (the "Loan"). If called to testify in this matter, I would
23 testify under oath as to the following:

24 2. I am presently employed as a Bankruptcy Specialist for Movant. In this
25 position, I have access to Movant's business records and my responsibilities include, among
26 other things, ascertaining and verifying amounts due and payable as to delinquent bankruptcy
27 accounts.
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1 3. The facts stated in this declaration are based upon information that I obtained in
2 reviewing records maintained in the ordinary course of Movant's business, as part of regularly
3 conducted business activity, by or from information transmitted by persons with knowledge of
4 the events described therein, at or near the time of the event described.

5 4. According to Movant's books and records, on or about September 30, 2022, Eric
6 Young ("Borrower") entered into a Retail Installment Sale Contract – Simple Finance Charge
7 (the "Contract") with BMW of Spokane ("Seller") for the purchase of a 2016 GMC Yukon, VIN
8 No. 1GKS2CKJXGR277632 (the "Vehicle"). A copy of the Contract is attached hereto as
9 **Exhibit A** and incorporated herein by reference.

10 5. The original amount financed under the Contract was \$45,123.93, which
11 Borrower agreed to repay in seventy-two (72) consecutive monthly payments in the amount of
12 \$954.22 each, commencing November 14, 2022. *See Exhibit A.*

13 6. Seller assigned and transferred the contract to Movant.

14 7. Pursuant to the Contract, Borrower granted Movant a security interest in the
15 Vehicle. *See Exhibit A.* Movant perfected its security interest in the Vehicle as evidenced by a
16 Certificate of Title on record with the State of Washington. A copy of the Certificate of Title is
17 attached hereto as **Exhibit B** and incorporated herein by reference.

18 8. Debtors are in default of their obligations under the Contract for failure to make
19 payments due and owing to Movant as of March 12, 2025. The total amount of the default as of
20 June 24, 2025 is as follows:

DESCRIPTION		AMOUNT	TOTAL
1 Payment	3/12/2025 - 3/12/2025	\$858.22	\$858.22
2 Payments	4/12/2025 - 6/12/2025	\$954.22	\$2,862.66
<i>Less Suspense:</i>			(\$0.00)
Total Default (as of June 24, 2025):			<u>\$3,720.88</u>

25 9. An additional payment will come due on July 1, 2025, and on the 1st day of each
26 month thereafter until the Contract is paid in full.

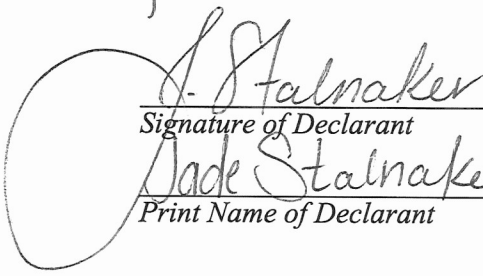
27 10. Debtors are in default under the Contract for failure to maintain insurance for the
28

1 Vehicle.

2 11. As of June 24, 2025, the outstanding amount owed under the Contract is the
3 approximate sum of \$41,065.49.

4 12. According to the Kelley Blue Book, the clean retail value of the Vehicle is
5 \$22,715.00 as of June 23, 2025. A copy of the Kelley Blue Book is attached as hereto as **Exhibit**
6 **C** and incorporated herein by reference.

7 I declare under penalty of perjury that the foregoing is true and correct. Executed this
8 22 day of July, 2025, at Salt Lake City UT.

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10 
11 Signature of Declarant

12 Dade Stalnak
13 Print Name of Declarant
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